

# Exhibit A

**Award**  
**FINRA Office of Dispute Resolution**

---

In the Matter of the Arbitration Between:

Claimant  
SDDCO Brokerage Advisors LLC

Case Number: 17-01140

vs.

Respondent  
First Capital Real Estate Investments

Hearing Site: New York, New York

---

Nature of the Dispute: Member vs. Non-Member

This case was decided by a majority-public panel.

**REPRESENTATION OF PARTIES**

For Claimant SDDCO Brokerage Advisors LLC: Kevin Koplin, Esq., Barton LLP, New York, New York.

For Respondent First Capital Real Estate Investments: Joshua D. Brinen, Esq., Brinen & Associates, LLC, New York, New York.

**CASE INFORMATION**

Statement of Claim filed on or about: May 3, 2017.

Amended Statement of Claim filed on or about: July 14, 2017.

SDDCO Brokerage Advisors LLC signed the Submission Agreement: April 25, 2017.

Statement of Answer filed by Respondent on or about: June 26, 2017.

Answer to Amended Statement of Claim filed on or about: August 2, 2017.

First Capital Real Estate Investments signed the Submission Agreement: June 22, 2017.

**CASE SUMMARY**

In the Statement of Claim and Amended Statement of Claim, Claimant asserted the following causes of action: breach of contract related to obligation under a Placement Agreement; fraudulent inducement and misrepresentation and unjust enrichment.

Unless specifically admitted in the Statement of Answer and Statement of Answer to Amended Statement of Claim, Respondent denied the allegations made in the Statement of Claim and Amended Statement of Claim and asserted various affirmative defenses.

### **RELIEF REQUESTED**

In the Statement of Claim and Amended Statement of Claim, Claimant requested:

1. an award of damages against Respondent, in an amount to be proven at the arbitration hearing, but no less than \$200,000.00 arising from Respondent's willful breach of its contractual obligations under the Placement Agreement;
2. an award of reasonable attorneys' fees and costs in an amount to be determined at the arbitration hearing;
3. an award of prejudgment interest at the maximum legal rate;
4. punitive damages; and
5. such other and further relief the Panel may deem just and proper.

In the Post-Hearing Submission dated January 29, 2018, Claimant requested:

1. \$200,000.00 under the Placement Agreement;
2. Legal Fees in the amount of \$110,785.00;
3. Interest past due fee under the Placement Agreement as of September 13, 2016 (statutory rate of 9% per annum) in the amount of \$24,540.00;
4. FINRA filing fees in the amount of \$7,075.00; and
5. Unspecified punitive damages, less punitive sanctions for legal fees in the amount of \$3,500.00 already paid by Respondent.

In the Statement of Answer and Answer to Amended Statement of Claim Respondent requested that the Panel:

1. dismiss all claims set forth in the Statement of Claim;
2. costs of this proceedings, including reasonable attorneys' fees; and
3. such other and further relief as the arbitrators may deem just and proper.

### **OTHER ISSUES CONSIDERED AND DECIDED**

The Arbitrators acknowledge that they have each read the pleadings and other materials filed by the parties.

Respondent First Capital Real Estate Investments is not a FINRA member, but agreed to submit to arbitration pursuant to the Code of Arbitration Procedure ("Code"), and pursuant to the terms of the parties' Placement Agreement. First Capital Real Estate Investments filed with FINRA Office of Dispute Resolution a properly executed Submission Agreement and, having answered the claim, appeared and testified at the hearing, is bound by the determination of the Panel on all issues submitted.

On or about December 18, 2017, Claimant filed a Motion for Sanctions. Respondent opposed Claimant's Motion for Sanctions. After due consideration, the Panel granted Claimant's Motion for Sanctions based on Respondent's failure to comply with the Panel's Discovery Order. Respondent was ordered to pay, as sanctions, Claimant's attorneys' fees in the amount of \$3,500.00. Respondent paid the above stated amount on January 18, 2018.

After Claimant's case-in-chief, Respondent filed a Motion to Dismiss. Claimant opposed Respondent's Motion to Dismiss. After due consideration, the Panel denied Respondent's Motion to Dismiss because Respondent failed to demonstrate that it was entitled to dismissal of Claimant's claims.

The parties present at the hearing have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

### **AWARD**

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent is liable for and shall pay to Claimant the sum of \$200,000.00 in compensatory damages plus interest at the rate of 9% per annum from September 13, 2016 until the award is paid in full.
2. Respondent is liable for and shall pay to Claimant the sum of \$86,859.20 in attorneys' fees pursuant to the term of the parties' Placement Agreement.
3. Respondent is liable for and shall pay to Claimant the sum of \$1,000.00 to reimburse Claimant for the non-refundable filing fee previously paid to FINRA Dispute Resolution.
4. Any and all claims for relief not specifically addressed herein, including punitive damages and Respondent's request for attorneys' fees, are denied.

### **FEES**

Pursuant to the Code of Arbitration Procedure, the following fees are assessed:

#### **Filing Fees**

FINRA Office of Dispute Resolution assessed a filing fee\* for each claim:

Initial Claim Filing Fee	= \$ 2,125.00
--------------------------	---------------

*\*The filing fee is made up of a non-refundable and a refundable portion.*

#### **Member Fees**

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, as a party, SDDCO Brokerage Advisors LLC is assessed the following:

Member Surcharge	= \$ 1,700.00
Member Process Fee	= \$ 3,250.00

### **Hearing Session Fees and Assessments**

The Panel has assessed hearing session fees for each session conducted. A session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) pre-hearing sessions with a single arbitrator @ \$450.00/session	= \$	900.00
Pre-hearing conferences: November 28, 2017	1 session	
January 8, 2018	1 session	
One (1) pre-hearing session with the Panel @ \$1,125.00/session	= \$	1,125.00
Pre-hearing conference: August 16, 2017	1 session	
Ten (10) hearing sessions @ \$1,125.00/session	= \$	11,250.00
Hearing Dates: January 16, 2018	2 sessions	
January 17, 2018	2 sessions	
January 18, 2018	2 sessions	
January 19, 2018	2 sessions	
January 26, 2018	2 sessions	
Total Hearing Session Fees	= \$	13,275.00

The Panel has assessed the \$13,275.00 hearing session fees to Respondent.

All balances are payable to FINRA Office of Dispute Resolution and are due upon receipt.

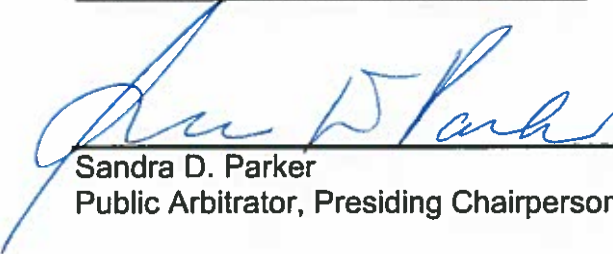
FINRA Office of Dispute Resolution  
Arbitration No. 17-01140  
Award Page 5 of 5

**ARBITRATION PANEL**

Sandra D. Parker	-	Public Arbitrator, Presiding Chairperson
Keely D. Parr	-	Public Arbitrator
Tychelle Dephroneicia McLaurin	-	Non-Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

**Concurring Arbitrators' Signatures**

  
\_\_\_\_\_  
Sandra D. Parker  
Public Arbitrator, Presiding Chairperson

2/2/18  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Keely D. Parr  
Public Arbitrator

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Tychelle Dephroneicia McLaurin  
Non-Public Arbitrator

\_\_\_\_\_  
Signature Date

**February 6, 2018**

Date of Service (For FINRA Office of Dispute Resolution office use only)

**ARBITRATION PANEL**

Sandra D. Parker	-	Public Arbitrator, Presiding Chairperson
Keely D. Parr	-	Public Arbitrator
Tychelle Dephroneicia McLaurin	-	Non-Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

**Concurring Arbitrators' Signatures**

\_\_\_\_\_  
Sandra D. Parker  
Public Arbitrator, Presiding Chairperson

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
/s/Keely D. Parr  
Keely D. Parr  
Public Arbitrator

\_\_\_\_\_  
February 2, 2018  
Signature Date

\_\_\_\_\_  
Tychelle Dephroneicia McLaurin  
Non-Public Arbitrator

\_\_\_\_\_  
Signature Date

**February 6, 2018**

\_\_\_\_\_  
Date of Service (For FINRA Office of Dispute Resolution office use only)



**ARBITRATION PANEL**

Sandra D. Parker	-	Public Arbitrator, Presiding Chairperson
Keely D. Parr	-	Public Arbitrator
Tychelle Dephroncia McLaurin	-	Non-Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

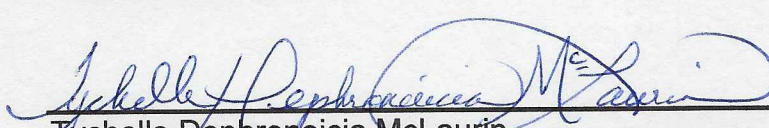
**Concurring Arbitrators' Signatures**

\_\_\_\_\_  
Sandra D. Parker  
Public Arbitrator, Presiding Chairperson

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Keely D. Parr  
Public Arbitrator

\_\_\_\_\_  
Signature Date

  
\_\_\_\_\_  
Tychelle Dephroncia McLaurin  
Non-Public Arbitrator

2/2/2018  
\_\_\_\_\_  
Signature Date

**February 6, 2018**

\_\_\_\_\_  
Date of Service (For FINRA Office of Dispute Resolution office use only)